



## 3-Month Returning Nutrition Client Program Agreement

Welcome. During the coming three months, you will learn ways to help yourself achieve a healthier diet and lifestyle. Please read the following. If anything is unclear, please ask.

This Agreement is made today between BalancingEnergy Health & Yoga (the “Coach”) of the wellness program described in this agreement (the “Program”) and the person named at the end of this document (the “Client”). The Program in which you are about to enroll will include all of the following:

- A. Two 60-minute appointments each month for three months, which will include discussion of your progress, and recommendations.
- B. One Zoom Yoga class per week
- C. Monthly text & email support
- D. A variety of handouts, recipes, books, food samples and other materials.

### SCHEDULING

I understand that my clients have busy schedules and I take pride in not keeping them waiting or keeping them longer than planned. Each session will end 60 minutes after it was scheduled to begin. Please be on time. If the Client needs to cancel or reschedule the appointment, the Client must do so **24 hours in advance**; otherwise, the Client will forfeit that appointment and will not have an opportunity to reschedule it unless the Coach otherwise agrees in the Coach’s sole discretion.

Program begins \_\_\_\_\_ and ends \_\_\_\_\_ (the “End Date”).

This program expires if all 6 sessions have not been completed within two months after the End Date specified above, unless the parties otherwise agree.

### PAYMENTS AND REFUNDS

The Client understands that the regular cost of the Program is \$275 per month for three months. Upon commencement of the Program, the full amount of \$825 is due and must be paid in full. Client also has the option to pay \$825 at the start of program.

In the event of the Client’s repeated or unreasonable absence, inability or refusal to participate in regular appointments, or withdrawal from the Program for any reason whatsoever, the Client will remain fully responsible for the unpaid balance of the Program. Under no circumstance must the Coach refund any payments made by the Client, though the Coach may do so in the Coach’s sole discretion. By signing this Agreement, the Client agrees that the Client is legally obligated to pay the full cost of this Program set forth above.

### DISCLAIMER OF HEALTH CARE RELATED SERVICES

The Coach encourages the Client to continue to visit and to be treated by his/her healthcare professionals, including, without limitation, a physician. The Client understands that the Coach is not acting in the capacity



of a doctor, licensed dietician-nutritionist, psychologist or other licensed or registered professional. Accordingly, the client understands that the Coach is not providing health care, medical or nutrition therapy services and will not diagnose, treat or cure in any manner whatsoever any disease, condition or other physical or mental ailment of the human body.

The Client has chosen to work with the Coach and understands that the information received should not be seen as medical or nursing advice and is certainly not meant to take the place of the Client's practice of regular and responsible health care, including seeing licensed health professionals.

#### PERSONAL RESPONSIBILITY AND RELEASE OF HEALTH CARE RELATED CLAIMS

The Client acknowledges and agrees that the Client is fully responsible for the Client's life and well-being, as well as the lives and well-being of the Client's family and children (where applicable), and that all decisions made during and after this program are the Client's alone.

The Client expressly assumes the risks of the Program, whether or not such risks were created or exacerbated by the Coach. The Client releases the Coach, its officers, directors, shareholders, employees, teachers, lecturers, agents, health coaches and staff, and, where applicable, the Coach's heirs, executors, administrators and assigns (collectively, the Releasees) from any and all liability, damages, causes of action, allegations, suits, sums of money, claims and demands whatsoever, in law, admiralty or equity, which against the Releasees, the Client ever had, now has or will have in the future against the Releasees, arising from the Client's past or future participation in, or otherwise with respect to, the Program, unless arising from the gross negligence or willful misconduct of the Releasees.

#### CONFIDENTIALITY

The Client acknowledges the Coach will keep all information exchanged during the Program sessions in strict confidence. Additionally, the Client is aware that the Coach is prohibited from disclosing protected healthcare information, except upon written authorization by the Client or as such disclosure may be required by law, rule or regulation.

#### CHOICE OF LAW, ARBITRATION AND LIMITED REMEDIES, COMPLETE AGREEMENT

This agreement shall be construed according to the laws of the State of Texas. In the event that any provision of this Agreement is deemed unenforceable, the remaining portions of the Agreement shall be severed and remain in full force. With the exception of collection matters, in the event a dispute arises between the parties, either arising from this Agreement or otherwise pertaining to the relationship between the parties, the parties will submit to binding arbitration before the American Arbitration Association (Commercial Arbitration and Mediation Center for the Americas Mediation and Arbitration Rules). Any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such arbitration shall be conducted by a single arbitrator. The sole remedy that can be awarded to the Client in the event that an award is granted in arbitration is refund of the Program Fee. Without limiting the generality of the foregoing, no award of consequential or other damages, unless specifically set forth herein, may be granted to the Client. This agreement contains the complete agreement between the Coach and the Client with respect to the subject matter contained in it, and it supersedes and replaces any prior or contemporaneous negotiations, agreements or understandings, whether oral or written, between the parties.

If the terms of this Agreement are acceptable, please sign the acceptance below. By doing so, the Client acknowledges that: (1) he/she has received a copy of this letter agreement; (2) he/she has had an opportunity to discuss the contents with the Coach and, if desired, to have it reviewed by an attorney; and (3) the client understands, accepts and agrees to abide by the terms hereof.



By: BalancingEnergy Health & Yoga LLC

Coach: Lisa Breitenwischer

Its: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT

\_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

